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**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

September 29, 2015

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

22 September 29, 2015

  
PATRICK OGAWA  
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO EXECUTE AMENDMENTS TO SIX HIV/AIDS CARE SERVICES CONTRACTS TO INCREASE THE MAXIMUM OBLIGATION EFFECTIVE OCTOBER 1, 2015 THROUGH FEBRUARY 29, 2016 AND DELEGATED AUTHORITY TO EXTEND THE CONTRACT TERMS EFFECTIVE MARCH 1, 2016 THROUGH FEBRUARY 28, 2017 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to execute amendments to six (6) HIV/AIDS Care Services contracts to increase the maximum obligation and extend the term for the provision of residential and substance abuse transitional housing services effective October 1, 2015 through February 28, 2017.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize and instruct the Interim Director of the Department of Public Health (DPH), or her designee, to execute amendments to three (3) Residential Care Facilities for the Chronically III (RCFCI) contracts, one (1) Transitional Residential Care Facilities (TRCF) contract, and two (2) HIV/AIDS Substance Abuse Transitional Housing (STH) contracts; substantially similar to Exhibits I, II, and III, respectively; with five (5) providers, as detailed in Attachment A, to increase total annual funding in the amount of \$776,694 effective October 1, 2015 through February 29, 2016, increasing the total annual contractual obligation from \$4,678,447 to \$5,455,141; 100 percent funded by Ryan White Program (RWP) Part A and B funds.
2. Delegate authority to the Interim Director of DPH, or her designee, to execute amendments that extend the term of the six (6) RCFCI, TRCF, and STH contracts at a total annual maximum obligation of \$6,542,516, as detailed in Attachment B, for the term March 1, 2016 through February 28, 2017, 100 percent funded by RWP Part A and B funds, subject to review and approval by County Counsel,

and notification to your Board and the Chief Executive Office (CEO).

3. Delegate authority to the Interim Director of DPH, or her designee, to execute amendments to the six (6) RCFCI, TRCF, and STH contracts that provide an increase or decrease in funding up to 25 percent above or below each term's revised annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the CEO.

4. Delegate authority to the Interim Director of DPH, or her designee, to execute change notices to the six (6) contracts referenced above that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of Recommendation 1 will allow DPH to continue to coordinate and re-align services and investments supported by the DPH-administered RWP and the Housing Opportunities for Persons with AIDS (HOPWA) program managed by the Los Angeles Housing and Community Investment Department (LAHCID) of the City of Los Angeles. Endorsed by the Los Angeles County Commission on HIV (COH), and the Los Angeles Countywide HOPWA Advisory Committee (LACHAC), the goals of this coordination and re-alignment process are to maximize HIV-related federal resources in Los Angeles County and reduce duplication of services. As part of this coordination and re-alignment process, DPH and LAHCID staff reviewed programs and services funded under the local RWP and HOPWA programs to identify gaps and overlaps in investments. As a result of this process, it was determined that both continuums of care were supporting a subset of community partners for similar services. This information was shared with the COH and LACHAC, the planning bodies for the RWP and HOPWA continuums of care in Los Angeles County. Both planning bodies and administrative agencies agreed that the local RWP, with your Board's approval, would fully cover the investments needed to sustain, and where possible expand, RCFCI, TRCF, and STH services. In return, the local HOPWA program agreed to redirect investments previously allocated to support these services to increase and expand housing case management and rental assistance to people living with HIV/AIDS in Los Angeles County.

RCFCI provides licensed care in a non-institutional, home-like environment to adults 18 years of age and older with HIV or AIDS, who require assistance that supports activities of daily living. TRCF is designed to provide interim housing with ongoing supervision and assistance with independent living skills for homeless individuals living with HIV/AIDS in a non-institutional, home-like environment that facilitates movement toward a more traditional and permanent living situation. STH services provide interim housing with supportive services for up to one (1) year to recently homeless persons living with HIV/AIDS in various stages of recovery from substance abuse addiction. The purpose of the service is to facilitate continued recovery from substance abuse and movement toward more traditional, permanent housing through assessment of the individual's needs, counseling, and case management.

Approval of Recommendation 1 will also allow DPH to amend existing contracts for the above-referenced services to revise the reimbursement rates to better capture costs previously supported under the HOPWA program, and review service delivery goals to reflect the additional beds and bed-

days supported by this action. The total number of beds supported by these contracts will increase from 110 to 144, and the number of bed-days will increase from 40,509 to 52,919.

While your Board has granted delegated authority to DPH to increase or decrease contractual funding up to 10 percent above or below each term's annual base maximum obligation, this recommendation exceeds that authority.

Approval of Recommendation 2 will allow DPH to extend the term of the six (6) contracts at the requested funding levels for an additional year through February 28, 2017.

Approval of Recommendation 3 will allow DPH to execute amendments to the six (6) contracts to increase or decrease funding up to 25 percent above or below the revised annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary. Based on consumer and provider input, and ongoing needs assessments, the COH is poised to allocate additional investments to this cluster of residential care services with a primary focus on addressing the needs of young HIV positive men who have sex with men (MSM), women, and transgender persons of color who are out of care, intermittently in care, or not thriving despite care because they are homeless or unstably housed. Therefore, DPH is requesting a delegated authority of 25 percent to accommodate the increased investments to this service without requiring multiple Board approvals.

Recommendation 3 will also allow DPH to amend contracts to allow for the provision of additional units of funded services that are above the service level identified in the current contract and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the executed contract, the County may determine that the contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost.

Approval of Recommendation 4 will allow DPH to execute change notices to the contracts that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

### **Implementation of Strategic Plan Goals**

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The total program cost for the amendments to the six (6) contracts is \$776,694 for the period effective October 1, 2015 through February 29, 2016 and \$6,542,516 for the term March 1, 2016 through February 28, 2017; 100 percent funded by RWP Part A and B funds.

An appropriation adjustment will be needed for fiscal year (FY) 2015-16 to support the increased funding in the six (6) contracts. DPH will request an appropriation adjustment during the mid-year budget adjustment process. Funding will be included in future FYs, as necessary.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

DPH's allocations for these service categories are aligned with the COH's allocation directives.

As required under Board Policy 5.120, your Board was notified on September 11, 2015 of DPH's request to increase or decrease funding up to 25 percent above or below the annual maximum obligation. A 10 percent increase will not allow for additional proposed investments to this cluster of residential care services, which will include a primary focus on addressing the needs of young HIV positive MSM, women, and transgender persons of color who are out of care, intermittently in care, or not thriving in care because they are homeless or unstably housed; therefore, a delegated authority to increase the contractual maximum obligations by 25 percent is recommended.

County Counsel has approved Exhibits I, II, and III as to form. Attachments A and B provide additional funding information for the amendments.

## **CONTRACTING PROCESS**

Since their original award dates, these six (6) contracts have undergone multiple amendments, some of which include: term extensions, adjustments to funding allocations, and revisions to scopes of work.

On February 16, 2010, your Board approved extension of three (3) HIV/AIDS STH contracts for the term March 1, 2010 through February 29, 2012 and three (3) RCFCI contracts for the term effective March 1, 2010 through February 28, 2011.

On February 8, 2011, your Board approved four (4) new contracts for HIV/AIDS residential care services, which included RCFCI and TRCF, as a result of a Request for Proposals, for the term effective March 1, 2011 through February 28, 2014, and delegated authority to extend the contracts for two (2) additional terms effective March 1, 2014 through February 29, 2016, contingent upon satisfactory performance. In addition, one (1) STH contract was amended to include additional funding for the term effective March 1, 2011 through February 29, 2012.

On February 7, 2012, your Board approved the extension of two (2) STH contracts for the term effective March 1, 2012 through February 28, 2014.

On February 18, 2014, your Board approved the extension of two (2) STH contracts for the term effective March 1, 2014 through February 29, 2016, and delegated authority to extend the term through February 28, 2017.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

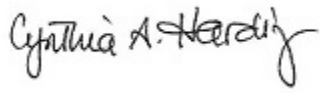
Approval of these recommended actions will allow DPH to continue to support the delivery of critical HIV/AIDS RCFCI, TRCF, and STH services to HIV positive residents in Los Angeles County.

The Honorable Board of Supervisors

9/29/2015

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Respectfully submitted,

A handwritten signature in black ink, reading "Cynthia A. Harding". The signature is written in a cursive, flowing style.

Cynthia A. Harding, M.P.H.

Interim Director

CAH:er

Enclosures

c: Interim Chief Executive Officer  
Interim County Counsel  
Acting Executive Officer, Board of Supervisor

Contract No. \_\_\_\_\_

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
RESIDENTIAL CARE SERVICES AGREEMENT**

**AMENDMENT NO. \_\_\_\_**

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Contract No.: PH-\_\_\_\_\_

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
RESIDENTIAL CARE SERVICES AGREEMENT**

**Amendment No. \_\_\_\_**

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2015.

by and between COUNTY OF LOS ANGELES (hereafter  
"County"),

and (Agency Name)  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN  
IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME  
(AIDS) RESIDENTIAL CARE SERVICES AGREEMENT", dated \_\_\_\_\_, and  
further identified as Agreement No. PH-\_\_\_\_\_, and any Amendments thereto (all  
hereafter "Agreement"); and

WHEREAS, County has been awarded grant funds from Health Resources and  
Services Administration, (hereafter "HRSA"), Ryan White Program Funds Part B (hereafter  
"RWP Part B") HIV Care, Catalog of Federal Domestic Assistance (CFDA) Number 93.917;  
and

WHEREAS, it is the intent of the parties hereto to amend Agreement to increase the  
maximum obligation of County and make other hereafter designated changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a  
written Amendment which is formally approved and executed by the parties; and

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on October 1, 2015.

2. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph \_\_\_\_ shall be amended to read as follows:

“3. MAXIMUM OBLIGATION OF COUNTY:

\_\_\_\_. During the period of March 1, 2015 through February 29, 2016, the maximum obligation of County for all services provided hereunder shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Effective October 1, 2015 through February 29, 2016, \_\_\_\_\_ ( \$ \_\_\_\_\_ ) is allocated for increased HIV/AIDS residential care services ( residential care facilities for the chronically ill).

Such maximum obligation is comprised entirely of RWP Part B funds.

This sum represents the total maximum obligation of County as shown in Schedule \_\_\_\_, attached hereto and incorporated herein by reference.

3. Paragraph 5, COMPENSATION, shall be amended to read as follows:

“5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder at the fee-for-service rates as set forth in Schedule\_\_\_\_, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.”



4. Paragraph 7, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS,

Subparagraph A, shall be to read as follows:

“7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director’s specific written approval, as authorized by the County’s Board of Supervisors, County may: 1) increase or decrease funding up to 25 percent (25%) above or below each term’s revised annual base maximum obligation; 2) reallocate funds between schedules within this Agreement where such funds can be more effectively used by Contractor up to 25 percent (25%) of the term’s revised annual base maximum obligation; and 3) make modifications to or within budget categories within each schedule and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor’s records of service delivery and billings to County that an underutilization of funds provided under this Agreement will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable Agreement term, to the extent allowed by the funding source and as authorized by the County’s Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County’s Board of Supervisors. Any change to the

County maximum obligation or reallocation of funds between schedules in this Agreement shall be effectuated by an administrative amendment to this Agreement pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Agreement. Any modification to or within schedule budget categories shall be effectuated by a change notice that shall be incorporated into and become part of this Agreement pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Agreement.”

5. Paragraph 21, ALTERATION OF TERMS/AMENDMENTS, shall be replaced in its entirety to read as follows:

“21. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Agreement and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

B. The County’s Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County’s Board of Supervisors, Chief Executive

Officer, or State or federal entity. To implement such changes, an Amendment to the Agreement shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 21.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Agreement to permit extensions or adjustments of the contract term; the rollover of unspent Agreement funds and/or an increase or decrease in funding up to 25 percent (25%) above or below each term's revised annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Agreement term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Agreement.

D. Notwithstanding Paragraph 21.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Agreement to permit modifications to or within budget categories within each schedule, as reflected in the attached Schedule(s), and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board

of Supervisors. The executed Change Notice shall be incorporated into and become part of this Agreement.”

6. Paragraph 1, ADMINISTRATION, of the ADDITIONAL PROVISIONS, shall be replaced in its entirety to read as follows:

“1. ADMINISTRATION OF CONTRACT:

A. County’s Director of Public Health or his/her authorized designee(s) (hereafter collectively “Director”) shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor’s programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor’s Staff: County has the absolute right to approve or disapprove all of the Contractor’s staff performing work hereunder and any proposed changes in the Contractor’s staff, including, but not limited to, the contractor’s Project Manager.

C. Contractor’s Staff Identification: All of Contractor’s employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor’s staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County’s sole discretion, shall undergo

and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. Contractor shall perform the background check using County's mail code, routing results to the County.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Agreement and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the County's criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract."

7. Effective on the date of this Amendment, Exhibit \_\_\_\_, SCOPE(S) OF WORK FOR HIV/AIDS RESIDENTIAL CARE SERVICES, shall be attached hereto and incorporated herein by reference.

8. Effective on the date of this Amendment, Schedules \_\_\_\_ and \_\_\_\_, BUDGET(S) FOR HIV/AIDS RESIDENTIAL CARE SERVICES, shall be attached to hereto and incorporated herein by reference.

9. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Interim Director of Public Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Cynthia A. Harding, M.P.H.  
Interim Director

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
MARY C. WICKHAM  
Interim County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Patricia Gibson, Chief  
Contracts and Grants Division

BL#03373:er

EXHIBIT \_\_\_\_\_

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
RESIDENTIAL CARE FACILITIES FOR THE CHRONICALLY ILL (RCFCI) SERVICES**

1. Exhibit A, Paragraph 3, PERSONS TO BE SERVED: RCFCI shall be amended to read as follows:

“3. PERSONS TO BE SERVED: RCFCI shall serve persons who are:

A. Eighteen (18) years of age or older with HIV/AIDS; emancipated minors with HIV/AIDS; or family units with adults and/or children with HIV/AIDS.

B. In need of ongoing assistance with Activities of Daily Living in accordance with Attachment 1, “Service Delivery Questionnaire,” attached hereto and incorporated herein by reference.

C. Have a Karnofsky score of 70 or lower;

D. Be a resident of Los Angeles County in accordance with attachment 1, “Service Delivery Site Questionnaire,” attached hereto and incorporated herein by reference;

E. Have an income at or below 500% Federal Poverty Level;

F. Be uninsured or underinsured (current health plan does not cover RCFCI services);

G. With the exception of those conditions specified in regulations, Contractor may accept or retain the following residents whose condition



has been diagnosed as chronic and life threatening and who require different levels of care.

(1) Residents whose illness is intensifying and causing deterioration in their condition, provided they do not require inpatient care in an Acute Care Hospital or a skilled nursing facility, as determined by the resident's physician;

(2) Residents whose condition has deteriorated to a point where death is imminent; and

(3) Residents who have, in addition to the above, other medical conditions or needs or require the use of medical equipment, as long as the facility is able to meet statutory regulation requirements when providing services to these residents.

H. The facility will not accept or retain a resident who:

(1) Requires in-patient care in an acute hospital;

(2) Requires treatment and/or observation by the appropriately skilled professional for more than eight (8) hours per day in the facility;

(3) Has communicable active tuberculosis or other airborne communicable disease requiring isolation and negative airflow precautions;

(4) Requires twenty-four (24) hour intravenous therapy;

(5) Has a psychiatric condition(s) and is exhibiting behaviors which could present a danger to self or others;

- (6) Has a Stage II or greater decubitus ulcer;
- (7) Requires renal dialysis treatment in the facility;
- (8) Requires life support systems including, but not limited to, ventilators and respirators;
- (9) Has a diagnosis that does not include a chronic life-threatening illness;
- (10) Has a primary diagnosis of Alzheimer's; or
- (11) Has a primary diagnosis of Parkinson's Disease."

2. Exhibit E, Paragraph 4, COUNTY'S MAXIMUM OBLIGATION, Subparagraph E shall be amended to read as follows:

"4. COUNTY'S MAXIMUM OBLIGATION:

E. During the period of **March 1, 2015** through **February 29, 2016**, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS residential care facilities for the chronically ill (RCFCI) services shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). For the period of **October 1, 2015** through **February 29, 2016**, \_\_\_\_\_ Dollars (\$\_\_\_\_\_) is allocated to increased HIV/AIDS RCFCI services.

3. Exhibit E, Paragraph 5, COMPENSATION, shall be amended to read as follows:

"5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder at the fee-for-service rates as set forth in Schedules \_\_\_\_\_ and \_\_\_\_\_, and the BILLING AND PAYMENT Paragraph

of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

County agrees to compensate Contractor for performing services hereunder at the fee-for-service rate of \$147 per day for the period of March 1, 2015 through September 30, 2015; and the rate of \$166.42 for the period of October 1, 2015 through February 29, 2016. Such rate includes reimbursement for all required services. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Furthermore, for RCFCI services, the number of units of service billable will be the number of days a resident occupied a bed (physically present in the facility overnight), including the first day of admission, but not the day of discharge. Contract funds may not be used to support off-premise social/recreational activities. The unit of service that providers must use to track services is the number of unduplicated clients and the number of resident days. Verification for each day a client is in the facility overnight shall be clearly documented and made available upon request. A "Resident Day" unit of service is defined as a twenty-four (24) hour period that a resident receives housing, meals, and supportive services.

For family units, reimbursement is only provided for the individual(s) living with HIV/ AIDS."

4. Exhibit E, Paragraph 6, LENGTH OF STAY, shall be amended to read as follows:

“6. LENGTH OF STAY: Residents receiving DHSP-funded RCFCI services will have a maximum stay of twenty-four (24) months. DHSP approval will be required for extensions beyond twenty-four (24) months based on the resident’s health status. Requests for extensions shall be submitted on the one (1) page DHSP Client Treatment Extension Request form with required supportive documentation and shall be submitted a minimum of five (5) working days prior to reaching the maximum stay limitation.

Residents receiving DHSP-funded RCFCI services must be reassessed on a quarterly basis to monitor and document changes in health status, progress toward treatment goals, and progress towards self-sufficiency with Activities of Daily Living. Upon reaching and sustaining a Karnofsky score above 70, RCFCI residents will be expected to transition towards independent living or another type of residential service more suitable to his/her needs.”

5. Exhibit A, Paragraph 8, SERVICE DELIVERY SITES<sup>[MC1]</sup>, shall be amended to read as follows:

“8. SERVICE DELIVERY SITES: Contractor's facilities where services are to be provided hereunder are located at: \_\_\_\_\_ utilizing \_\_\_\_\_ ( ) beds.

Contractor shall request approval from DHSP in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

A memorandum of understanding shall be required for service delivery sites on locations or properties not owned or leased by Contractor with the service provider who owns or leases such location or property. This shall include

coordination with another agency, community based organization, and/or County entity. Contractor shall submit memoranda of understanding to DHSP for approval at least thirty (30) days prior to implementation.”

6. Exhibit A, Paragraph 9, SERVICES TO BE PROVIDED, Subparagraph Q, shall be added to read as follows:

“9. SERVICES TO BE PROVIDED:

Q. Partner Services: Partner Services (PS) is a voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV. Notified partners are offered HIV testing and if necessary linkages into medical treatment and care, referrals to appropriate health and social services as needed by the notified partner (NP), and the provision of appropriate HIV risk reduction intervention based on the notified partner (NP) need.

(1) Contractor shall ensure that Registered Nurse (RN) and Social Worker (SW) provides and/or offers PS in accordance with procedures formulated and adopted by Contractor’s staff, the Centers for Disease Control and Prevention (CDC); consistent with California law; California Department of Public Health (CDPH) – Sexually Transmitted Disease (STD) Control Branch guidelines; California Department of Public Health (CDPH) – Office of AIDS (OA) guidelines and the terms of this Contract.

Minimum services to be provided shall include, but not be limited to, the following:

(a) Offer PS to all case management, home-based patients as a routine part of service delivery.

(b) Upon acceptance by patient, contractor shall provide and/or refer at least eighty percent (80%) of diagnosed HIV-positive persons to PS. Based on patient's selection, PS shall include but not be limited to the following types of disclosure:

(i) Self Disclosure: self disclosure (sometimes called patient disclosure) is the notification strategy whereby the patient with an HIV diagnosis accepts full responsibility for informing partners of their exposure to HIV and for referring them to appropriate services.

(ii) Dual Disclosure: this method of Partner notification involves the patient disclosing his/her HIV-positive status to a partner in the presence of the provider in a confidential and private setting.

(iii) Anonymous Third Party Disclosure: anonymous third party disclosure is a notification strategy where, with the consent of the original

patient, the Public Health Investigator (PHI) takes responsibility for confidentially notifying partners of the possibility of their exposure to HIV.

(2) Patient Defers Action: if the patient does not feel comfortable using anonymous third party disclosure, the case manager shall work with the patient to develop a plan to revisit the issue.

(3) Confidentiality: minimum professional standards for any agency handling confidential information shall include providing employees with appropriate information regarding confidential guidelines and legal regulations. All public health staff involved in partner notification activities with access to such information shall sign a confidentiality statement acknowledging the legal requirements not to disclose STD/HIV information. In addition, all activities shall adhere to HIPAA regulations. Efforts to contact and communicate with infected patients, partners, and spouses shall be carried out in a manner that preserves the confidentiality and privacy of all involved.

(4) Linkage to care: for all partners who are identified as HIV-positive, RN and SW case managers shall ensure that partners are linked to HIV/AIDS medical services.”

7. Exhibit A, Paragraph 11, RESIDENT INTAKE, Subparagraph C, to be amended to read as follows:

-EX\_\_\_\_-8-

DHSP RCFCI PH \_\_\_\_\_

“11. RESIDENT INTAKE:

Q. Required Forms: Contractor must develop the following forms in accordance with State and local guidelines and must be completed for each resident:

- (1) Release of Information, updated annually;
- (2) Consent to Receive Services;
- (3) Confidentiality or notice of HIPAA;
- (4) Limits of Confidentiality;
- (5) Resident's Rights and Responsibilities;
- (6) Resident's Grievance Procedures.

Additionally, the resident's file shall include documentation for eligibility:

(a) Proof of HIV/AIDS Diagnosis (letter or form signed and dated by a physician or licensed healthcare provider (i.e. Nurse Practitioner, Physician Assistant); lab results containing the name of the lab and HIV status; or two HIV tests following the Rapid Testing Algorithm (RTA) in which both rapid tests contain positive results and both tests indicate the agency name, HIV counselor name and the client's name);

(b) Proof of ongoing need with ADL (medical provider's letter, completed Karnofsky);



(c) Proof of Income at or less than 400% FPL (bank statement containing direct deposit form SSI, SSA, or VA; check stub for 1 full month of wages; disability award letter; benefit receipt; affidavit of support or no income; self-employment affidavit; unemployment insurance);

(d) Proof of Residence in Los Angeles County prior to admission (rental or lease agreement; mortgage statement; utility bill; government issued letter; bank statement; support verification affidavit, including verification of address for support; homelessness affidavit; or California Driver License or Identification card); and

(e) Proof of Medical Insurance or documentation that client is Uninsured or Underinsured (health plan does not cover RCFCI services)."

8. Exhibit A, Paragraph 26, STAFFING REQUIREMENTS: Subparagraph E, shall be amended to read as follows:

"26. STAFFING REQUIREMENTS:

E. Orientation and Staff In-Service Training: Contractor shall institute and maintain an in-service training program for its personnel and volunteers. Such training shall include but shall not be limited to: Orientation to all applicable policies and procedures for RCFCI services. Such training shall also include, but not be limited to:

(1) HIV/AIDS related issues and service approaches;

- (2) Approved infectious waste disposal procedures;
- (3) Universal precautions for infection control;
- (4) Recognition of early signs of illness and the need for professional assistance;
- (5) Other topics which are essential to providing quality care.

Within three (3) months after employment, all direct care staff shall have at least twenty (20) hours of on-the-job training on HIV/AIDS related conditions.

Contractor shall adhere to all required direct care and administrative and support staff as outlined in this Agreement. A current schedule of all direct care staff (including on-call staff) shall be maintained to ensure adequate staffing is provided during the daytime and evening/night shifts. The direct care schedules should contain staff names, titles, and shift hours and be made readily available upon request. Contractor shall report staffing pattern including any changes or additions in the DHSP monthly report. Contractor shall submit a Plan of Corrective Action (POCA) to DHSP within thirty (30) days if not in compliance with established staffing requirements and standard of care.”

9. Exhibit A, Paragraph 30, RESIDENT FEE SYSTEM, shall be amended to read as follows:

“30. RESIDENT FEE SYSTEM: Ryan White Program funds shall be considered funds of last resort. RCFCI providers shall develop criteria and

procedures to determine resident eligibility to ensure that no other options for residential services are available. RCFCI providers must document resident eligibility and must further demonstrate that third party reimbursement (e.g., Medi-Cal) is being actively pursued, where applicable. Proof of medical insurance or an Explanation of Benefits shall be maintained in each resident record indicating the services the health plan covers. Contractor shall comply with provisions of Section 2605 (e) of Title 26 (CARE Act) entitled "Requirements Regarding Imposition of Charges for Services", incorporated into this Agreement as

Exhibit [MC2] G

Contractor shall be responsible for developing and implementing a resident fee system. This fee system shall be submitted to DHSP within thirty (30) days of the execution of this Agreement for review and approval. Notwithstanding any other provisions of this Paragraph, Contractor shall pursue funding from public assistance and entitlement programs for which each County responsible resident may be eligible.

For SSI/SSP recipients who are residents, the basic services shall be provided and/or made available at the basic rate with no additional charge to the resident. This shall not preclude the acceptance by the facility of voluntary contributions from relatives on behalf of an SSI/SSP recipient.

An extra charge to resident shall be allowed for a private room upon the resident's request (and if such room is available). If a double room is available but the resident prefers a private room, it must be documented in the admission agreement and charge is limited to ten percent (10%) of the board and room

portion of the SSI/SSP grant.

An extra charge to the residents shall be allowed for special food services or products beyond that specified above when the resident wishes to purchase the services and agrees to the extra charge in the admission agreement.

Providers of RCFCI services may charge up to thirty percent (30%) of the income of adult family members who are not the primary service recipient in the family unit to help cover the costs of providing services not covered by DHSP.”

10. Exhibit A, Paragraph 32, INITIAL AND ANNUAL TUBERCULOSIS SCREENING FOR STAFF, shall be amended to read as follows:

“32. INITIAL AND ANNUAL TUBERCULOSIS SCREENING FOR STAFF:

Prior to employment or service provision and annually (twelve months) thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Annual tuberculin skin test shall be done for each employee, volunteer, and consultant providing services hereunder on or before the twelve month period ends from the last screening date. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit C , "Guidelines for Staff Tuberculosis Screening", attached in the original agreement and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.”

11. Exhibit A, Paragraph 37, REVIEW AND APPROVAL OF HIV/AIDS-RELATED

MATERIALS, Subparagraph C, shall be amended to read as follows:

“37. REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS:

C. All materials used by the agency for DHSP-funded activities must be submitted for approval to DHSP, whether or not they were developed using DHSP funds, in accordance with DHSP's latest Material Review Protocol available at

<http://publichealth.lacounty.gov/dhsp/InfoForContractors.htm>.”

12. Exhibit E, Paragraph 43, CLIENT/PATIENT ELIGIBILITY, shall be amended to read as follows:

“43. CLIENT/PATIENT ELIGIBILITY: Contractor shall be responsible for developing and implementing client eligibility criteria. Such criteria shall include clients' HIV status, residency in Los Angeles County, medical insurance status, and income. Verification of client's Los Angeles County residency, income, and medical insurance shall be conducted upon admission and every six (6) months. In addition, eligibility criteria shall address the following:

A. Contractor shall provide services to clients who live at or below five hundred percent (500%) of the Federal poverty level (FPL) and who have the greatest need for RCFCI services.

B. Client's annual healthcare expenses that are paid for through use of the client's income shall be considered deductions against the client's income for the purposes of determining the client's income level.

**EXHIBIT I****SCHEDULE \_\_\_\_\_REVISED****HIV/AIDS RESIDENTIAL CARE FACILITIES  
FOR THE CHRONICALLY ILL (RCFCI) SERVICES**

Budget Period  
March 1, 2015  
through  
September 30, 2015

FEE-FOR-SERVICE			
	UNITS	RATE	BUDGET
Service: RCFCI	0	\$147	\$0
TOTAL UNITS OF SERVICE AND MAXIMUM OBLIGATION	0		\$0
MAXIMUM MONTHLY PAYMENT			\$0

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE \_\_\_\_\_.1

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**HIV/AIDS RESIDENTIAL CARE FACILITIES  
FOR THE CHRONICALLY ILL (RCFCI) SERVICES**

Budget Period  
October 1, 2015  
through  
February 29, 2016

FEE-FOR-SERVICE			
	UNITS	RATE	BUDGET
Service: RCFCI	0	\$166.42	\$0
TOTAL UNITS OF SERVICE AND MAXIMUM OBLIGATION	0		\$0
MAXIMUM MONTHLY PAYMENT			\$0

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

## SERVICE DELIVERY SITE QUESTIONNAIRE

## SERVICE DELIVERY SITES

TABLE 1

Site 1 of 3

- 1 Agency Name: \_\_\_\_\_
- 2 Executive Director: \_\_\_\_\_
- 3 Address of Service Delivery Site: \_\_\_\_\_  
\_\_\_\_\_

- 4 In which Service Planning Area is the service delivery site?

- |                                 |                                |
|---------------------------------|--------------------------------|
| _____ One: Antelope Valley      | _____ Two: San Fernando Valley |
| _____ Three: San Gabriel Valley | _____ Four: Metro Los Angeles  |
| _____ Five: West Los Angeles    | _____ Six: South Los Angeles   |
| _____ Seven: East Los Angeles   | _____ Eight: South Bay         |

- 5 In which Supervisorial District is the service delivery site?

- |                                   |                                     |
|-----------------------------------|-------------------------------------|
| _____ One: Supervisor Solis       | _____ Two: Supervisor Ridley-Thomas |
| _____ Three: Supervisor Kuehl     | _____ Four: Supervisor Knabe        |
| _____ Five: Supervisor Antonovich |                                     |

- 6 What percentage of your allocation is designated to this site?   %
7. What is the total bed capacity for this site?
8. How many of these beds are paid for under this contract?



SERVICE DELIVERY SITE QUESTIONNAIRE

**SERVICE DELIVERY SITES**

**TABLE 1**

Site# 2 of 3

- 1 Agency Name: \_\_\_\_\_
- 2 Executive Director: \_\_\_\_\_
- 3 Address of Service Delivery Site: \_\_\_\_\_
- \_\_\_\_\_

- 4 In which Service Planning Area is the service delivery site?

- |                                 |                                |
|---------------------------------|--------------------------------|
| _____ One: Antelope Valley      | _____ Two: San Fernando Valley |
| _____ Three: San Gabriel Valley | _____ Four: Metro Los Angeles  |
| _____ Five: West Los Angeles    | _____ Six: South Los Angeles   |
| _____ Seven: East Los Angeles   | _____ Eight: South Bay         |

- 5 In which Supervisorial District is the service delivery site?

- |                                   |                                     |
|-----------------------------------|-------------------------------------|
| _____ One: Supervisor Solis       | _____ Two: Supervisor Ridley-Thomas |
| _____ Three: Supervisor Kuehl     | _____ Four: Supervisor Knabe        |
| _____ Five: Supervisor Antonovich |                                     |

- 6 What percentage of your allocation is designated to this site? 0%

7. What is the total bed capacity for this site? \_\_\_\_\_

8. How many of these beds are paid for under this contract? \_\_\_\_\_

## SERVICE DELIVERY SITE QUESTIONNAIRE

## SERVICE DELIVERY SITES

TABLE 1

Site# 3 of 3

- 1 Agency Name: \_\_\_\_\_
- 2 Executive Director: \_\_\_\_\_
- 3 Address of Service Delivery Site: \_\_\_\_\_  
\_\_\_\_\_

- 4 In which Service Planning Area is the service delivery site?

- |                                 |                                |
|---------------------------------|--------------------------------|
| _____ One: Antelope Valley      | _____ Two: San Fernando Valley |
| _____ Three: San Gabriel Valley | _____ Four: Metro Los Angeles  |
| _____ Five: West Los Angeles    | _____ Six: South Los Angeles   |
| _____ Seven: East Los Angeles   | _____ Eight: South Bay         |

- 5 In which Supervisorial District is the service delivery site?

- |                                   |                                     |
|-----------------------------------|-------------------------------------|
| _____ One: Supervisor Solis       | _____ Two: Supervisor Ridley-Thomas |
| _____ Three: Supervisor Kuehl     | _____ Four: Supervisor Knabe        |
| _____ Five: Supervisor Antonovich |                                     |

- 6 What percentage of your allocation is designated to this site?   %
7. What is the total bed capacity for this site?
8. How many of these beds are paid for under this contract?

## CONTRACT GOALS AND OBJECTIVES

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### HIV/AIDS RESIDENTIAL CARE FACILITIES FOR THE CHRONICALLY ILL (RCFCI) SERVICES

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**TABLE 2\* REVISED**

Number of Resident Days Contract Goals and Objective by Service Delivery Site(s).

Contract Goals and Objectives	RCFCI Services	
	Site	No. of Residents No. of Days
	Site # 1	
	Site # 2	
	Site # 3	
	Site # 4	
	Site # 5	
	Site # 6	
	Site # 7	
	Site # 8	
	Site # 9	
	Site # 10	
	TOTAL	

\* Figures are based on a 12-month period.

Contract No. PH-\_\_\_\_\_

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
RESIDENTIAL CARE SERVICES AGREEMENT**

**AMENDMENT NO. \_\_\_\_**

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Contract No.: PH-\_\_\_\_\_

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
RESIDENTIAL CARE SERVICES AGREEMENT**

**Amendment No. \_\_\_\_\_**

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2015,

by and between COUNTY OF LOS ANGELES (hereafter  
"County"),  
and (Name of Agency)  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN  
IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME  
(AIDS) RESIDENTIAL CARE SERVICES AGREEMENT", dated \_\_\_\_\_, and  
further identified as Agreement No. PH-\_\_\_\_\_, and any Amendments thereto  
(all hereafter "Agreement"); and

WHEREAS, County has been awarded grant funds from Health Resources and  
Services Administration, (hereafter "HRSA"), Ryan White Program Funds Part B  
(hereafter "RWP Part B") HIV Care, Catalog of Federal Domestic Assistance (CFDA)  
Number 93.917; and

WHEREAS, it is the intent of the parties hereto to amend Agreement to increase  
the maximum obligation of County and make other hereafter designated changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a  
written Amendment which is formally approved and executed by the parties; and

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on October 1, 2015.

2. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph E, shall be amended to read as follows:

“3. MAXIMUM OBLIGATION OF COUNTY:

E. During the period of March 1, 2015 through February 29 2016, the maximum obligation of County for all services provided hereunder shall not exceed Five Hundred Forty-Five Thousand, Seven Hundred Five Dollars (\$545,705). Effective October 1, 2015 through February 29, 2016, Seventy One Thousand, Two Hundred Five Dollars (\$71,205) is allocated to increased HIV/AIDS transitional residential care facility services.

Such maximum obligation is comprised entirely of RWP Part B funds. This sum represents the total maximum obligation of County as shown in Schedule \_\_\_\_, attached hereto and incorporated herein by reference.

3. Paragraph 5, COMPENSATION, shall be amended to read as follows:

“5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder at the fee-for-service rates as set forth in Schedules 5 and 5.1, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.”

4. Paragraph 7, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS, Subparagraph A, shall be amended to read as follows:

“7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director’s specific written approval, as authorized by the County’s Board of Supervisors, County may: 1) increase or decrease funding up to 25 percent (25%) above or below each term’s revised annual base maximum obligation; 2) reallocate funds between schedules within this Agreement where such funds can be more effectively used by Contractor up to 25 percent (25%) of the term’s revised annual base maximum obligation; and 3) make modifications to or within budget categories within each schedule and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Agreement will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable Agreement term, to the extent allowed by the funding source and as authorized by the County’s Board of Supervisors.

Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between schedules in this Agreement shall be effectuated by an administrative amendment to this Agreement pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Agreement. Any modification to or within schedule budget categories shall be effectuated by a change notice that shall be incorporated into and become part of this Agreement pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Agreement.”

5. Paragraph 21, ALTERATION OF TERMS/AMENDMENTS, shall be replaced in its entirety to read as follows:

“21. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Agreement and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.



B. The County's Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Agreement shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 21.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Agreement to permit extensions or adjustments of the contract term; the rollover of unspent Agreement funds and/or an increase or decrease in funding up to 25 percent (25%) above or below each term's revised annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Agreement term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Agreement.

D. Notwithstanding Paragraph 21.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Agreement to permit modifications to or within budget categories within each schedule, as reflected in the attached Schedule(s), and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Agreement's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Agreement."

6. Paragraph 1, ADMINISTRATION, of the ADDITIONAL PROVISIONS, shall be replaced in its entirety to read as follows:

"1. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work

hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the contractor's Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. Contractor shall perform the background check using County's mail code, routing results to the County.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history

background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Agreement and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the County's criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract."

7. Effective on the date of this Amendment, Exhibit E.1, SCOPE(S) OF WORK FOR HIV/AIDS RESIDENTIAL CARE SERVICES, shall be attached hereto and incorporated herein by reference.

8. Effective on the date of this Amendment, Schedules 5 and 5.1, BUDGETS FOR HIV/AIDS RESIDENTIAL CARE SERVICES, shall be attached hereto and incorporated herein by reference.

9. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Interim Director of Public Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Cynthia A. Harding, M.P.H.  
Interim Director

\_\_\_\_\_  
PROJECT NEW HOPE  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
MARY C. WICKHAM  
Interim County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Patricia Gibson, Chief  
Contracts and Grants Division

BL#003373

DHSP TRCF PH-\_\_\_\_\_

**EXHIBIT E.1**

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**HUMAN IMMUNODEFICIENCY VIRUS/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
TRANSITIONAL RESIDENTIAL CARE FACILITY (TRCF)**

1. Exhibit A, Paragraph 1, DESCRIPTION, to be amended to read as follows:

“1. DESCRIPTION: Transitional Residential Care Facilities provide interim housing with ongoing supervision and assistance with Independent Living Skills (ILS) for homeless individuals living with HIV/AIDS in a non-institutional, homelike environment. The purpose of TRCFs is to facilitate movement towards a more traditional and permanent living situation through assessment of a person’s needs, counseling, case management, and other supportive services.

Prospective recipients of DHSP-funded TRCF services must:

- A. Be 18 years of age or older;
- B. Have an HIV or AIDS diagnosis from a primary care physician;
- C. Have a Karnofsky score of 70 or higher;
- D. Be actively engaged/receiving medical care;
- E. Be certified by their medical care providers to take prescription medications independently;
- F. Meet income eligibility requirements; and
- G. Be homeless (see definition below).

For purposes of this Agreement, a “homeless” person is defined as an individual with HIV/AIDS who lacks a fixed, regular, and adequate residence; lacks the financial resources to acquire shelter; or resides in 1) a shelter to provide temporary, emergency accommodation; 2) an institution that provides temporary residence or care for individuals; or 3) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

H. At a minimum, TRCF services SHALL include:

(1) Twenty-four (24) hour access to lodging in a secured home-like facility that is clean, safe, comfortable, and alcohol and drug free;

(2) Onsite supervision from 4:00 p.m. to 8:00 a.m. the following day;

(3) Facilities for residents to prepare and have at least three (3) balanced meals per day, or referrals for three (3) balanced meals per day (referrals to missions or soup kitchens are not acceptable alternatives);

(4) A living environment with adequate heating and lighting, hot and cold water, toiletries, and full bathroom facilities;

(5) Individual beds and clean bed linens at least every seven (7) days, or as needed;

(6) Individual, secured storage space for residents to keep and access their medications;

(7) Access to a telephone in working order for residents to make local phone calls that are health, job, family or housing related;

(8) Laundry services or facilities on the premises;

(9) Activities to develop residents' self-sufficiency/ILS including seeking and receiving needed services, managing financial and other personal resources; with the ultimate goal of moving residents towards independent living; and

(10) Linkage to services such as case management; medical care, benefits determination, housing, vocational development or employment placement, and other social services.

(11) Residents receiving DHSP-funded TRCF services shall be reassessed on a quarterly basis to monitor and document changes in health status, progress towards treatment goals, and progress towards self-sufficiency with ILS. TRCF residents will be expected to transition towards independent living or another type of residential service more suitable to his/her needs.

Facility may charge up to thirty percent (30%) of residents' income to cover any Optional Services (as defined in Paragraph 9 below) provided above the minimum required services mentioned above."

2. Exhibit E, Paragraph 2, PERSONS TO BE SERVED, Subparagraph A, shall be amended to read as follows:



“2. PERSONS TO BE SERVED:

A. TRCF services shall be provided to persons within Los Angeles County who:

- (1) Are 18 years of age or older;
- (2) Have an HIV or AIDS diagnosis;
- (3) Be a resident of Los Angeles County;
- (4) Have an income at or below 500% Federal Poverty Level;
- (5) Be uninsured or underinsured (current health plan does not cover TRCF services);
- (6) Have a Karnofsky score of 70 or higher;
- (7) Are actively engaged/receiving medical care;
- (8) Are certified by their medical care providers to be taking prescription medications independently; and
- (9) Are homeless. For purposes of this Agreement, a ‘homeless’ person is defined as an individual who lacks a fixed, regular, and adequate residence; lacks the financial resources to acquire shelter; or resides in one of the following:
  - (a) A shelter to provide temporary, emergency accommodations;
  - (b) An institution that provides temporary residence or care for individuals; or

(c) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

(10) Residents receiving DHSP-funded TRCF services will have a maximum stay of twenty-four (24) months. DHSP approval will be required for extensions based on the resident's overall level of functioning. Requests for extensions shall be submitted a minimum of five (5) working days prior to reaching the maximum stay limitation."

3. Exhibit E, Paragraph 3, COUNTY'S MAXIMUM OBLIGATION, Subparagraph E, shall be amended to read as follows:

"3. COUNTY'S MAXIMUM OBLIGATION:

F. During the period of March 1, 2015 through February 29, 2016, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS transitional residential care facilities services shall not exceed Five Hundred Forty Five Thousand Dollars (\$545,000). Effective October 1, 2015 through February 29, 2016, Seventy One Thousand, Two Hundred Five Dollars (\$71, 205) is allocated for increased HIV/AIDS transitional residential care facilities services."

4. Exhibit E, Paragraph 4, COMPENSATION, shall be amended to read as follows:

"4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder at the fee-for-service rates as set forth in

Schedule(s) \_\_\_\_\_, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets

County agrees to compensate Contractor for performing services hereunder at the fee-for-service rate of \$65 per bed day for the period of March 1, 2015 through September 30, 2015; and the rate of \$88.41 for the period of October 1, 2016 through February 29, 2016. Such rate includes reimbursement for all required TRCF services. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Furthermore, for TRCF services, the number of billable units of service will be the number of days an individual occupied a bed (physically present in the facility overnight). This shall include the first day of admission or the day of discharge, but not both, unless the entry and exit dates are the same. Contract funds may not be used to support off-premises social/recreational activities. The units of service that providers must use to track services are the number of unduplicated residents and the number of resident days. Verification for each day a client is in the facility overnight, minimally between the hours of twelve o'clock midnight (12:00 a.m.) to four o'clock in the morning (4:00 a.m.), shall be clearly documented and made available upon request. A "Resident Day" unit of service is defined as a twenty-four (24) hour period in which a resident receives TRCF services."

5. Exhibit E, Paragraph 5, LENGTH OF STAY, shall be amended to read as follows:

“5. LENGTH OF STAY: The length of stay shall not exceed twenty-four (24) months beginning with the first day of enrollment. DHSP approval will be required for extensions based on the resident’s overall level of functioning. Any extension requests require prior approval from DHSP’s Director or his designee. Requests must be submitted on the one (1) page DHSP Client Treatment Extension Request form with required supportive documentation and shall be submitted a minimum of five (5) working days prior to reaching the maximum stay limitation.”

6. Exhibit A, Paragraph 6, BED-HOLD POLICY, shall be amended to read as follows:

“6. BED-HOLD POLICY: Division of HIV and STD Programs (DHSP) will permit Contractor to hold a resident’s bed in medical emergencies or for therapeutic reasons, as long as this is clearly documented in the resident’s chart and/or treatment plan. Medical emergencies include a critical illness or death of an immediate family member (i.e. spouse, children, parents, grandparents or sibling). Therapeutic reasons may include family visits for the purpose of family reunification or reconciliation if identified as a need in the client’s assessment and included in the client’s treatment plan and approved by the clinical team. Vacations and holiday trips are not eligible for bed-holds and will not be reimbursed. DHSP will reimburse for no more than eight (8) one (1)-night “bed-holds” per resident per contract term according to the following circumstances: a) “Bed-Holds” cannot be carried over from one contract term for use in a future contract term; and b) DHSP will not

reimburse for a “bed-hold” if the resident does not return and continue to stay at the agency after the “bed-hold” occurs.”

7. Exhibit A, Paragraph 7, SERVICE DELIVERY SITE(S)<sup>[MC1]</sup>, shall be amended to read as follows:

“7. SERVICE DELIVERY SITE(S): Contractor's facility(ies) where services is to be provided hereunder are located at: \_\_\_\_\_ utilizing \_\_\_\_\_ ( ) beds and \_\_\_\_\_ utilizing \_\_\_\_\_ ( ) beds.

Contractor shall request approval from DHSP in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

A memorandum of understanding shall be required for service delivery site(s) on location(s) or property(ies) not owned or leased by contractor with the service provider who owns or leases such location or property. This shall include coordination with another agency, community based organization, and/or County entity. Contractor shall submit memoranda of understanding to DHSP for approval at least thirty (30) days prior to implementation.”

8. Exhibit A, Paragraph 8, SERVICES TO BE PROVIDED, shall be amended to read as follows:

“8. SERVICES TO BE PROVIDED: Contractor shall have written policies, procedures, protocols, and a current plan of operations for all services to be provided. Contractor shall submit copies of its written policies, procedures, protocols, and current plan of operations to DHSP for approval within ninety (90)

days of the execution of service agreement. Any changes in the plan of operation which affect the services provided to residents shall be reported to DHSP and shall be subject to DHSP's approval.

A. TRCF shall provide services to eligible homeless persons in accordance with procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, the Los Angeles County Commission on HIV Residential Care Services Standards of Care, and the terms of this Contract. Services to be provided shall include, but shall not be limited to, the following:

(1) Twenty-four (24) hour access to lodging in a secured home like facility that is clean, safe, comfortable, and alcohol and drug free;

(2) Onsite, overnight supervision from 4:00 p.m. to 8:00 a.m. the following day;

(3) Facilities (i.e. kitchens) for residents to prepare and have at least three (3) balanced meals per day, or referrals to three (3) balanced meals per day (referrals to missions or soup kitchens are not acceptable alternatives);

(4) A living environment with adequate heating and lighting, hot and cold water, toiletries, and full bathroom facilities;

(5) Individual beds and clean bed linens at least every seven (7) days, or as needed;

(6) Individual, secured storage space for residents to keep and access their medications;

(7) Access to a telephone in working order for residents to make local phone calls that are health, job, family or housing related;

(8) Laundry services or facilities on the premises;

(9) Activities to develop residents' self-sufficiency/ILS including seeking and receiving needed services, managing financial and other personal resources, with the ultimate goal of moving residents towards independent living;

(10) Occasional assistance with activities of daily living, not to extend for a period of more than three months, for residents who experience a temporary set-back in their health status as reflected by a Karnofsky score of less than 70; and

(11) Linkage to services such as case management, medical care, benefits determination, transportation assistance, housing, vocational development or employment placement, and other social services.

B. Each facility will have and maintain on file a current, written, definitive plan of operation outlining the following:

(1) Admission/discharge policies and procedures (including admission requirements);

(2) Admission agreements;

(3) Residents rights and responsibilities, including code of conduct;

(4) Service planning and delivery;

(5) Staffing plan including qualifications and duties of staff;

(6) In-service education of staff; and

(7) Emergency procedures.

C. Partner Services: Partner Services (PS) is a voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV. Notified partners are offered HIV testing and if necessary linkages into medical treatment and care, referrals to appropriate health and social services as needed by the notified partner (NP), and the provision of appropriate HIV risk reduction intervention based on the notified partner (NP) need.

(1) Contractor shall ensure that Registered Nurse (RN) and Social Worker (SW) provides and/or offers PS in accordance with procedures formulated and adopted by Contractor's staff, the Centers for Disease Control and Prevention (CDC); consistent with California law; California Department of Public Health (CDPH) – Sexually Transmitted Disease (STD) Control Branch guidelines; California Department of Public Health (CDPH) – Office of AIDS (OA) guidelines and the terms of this Contract.



Minimum services to be provided shall include, but not be limited to, the following:

(a) Offer PS to all case management, home-based patients as a routine part of service delivery.

(b) Upon acceptance by patient, contractor shall provide and/or refer at least eighty percent (80%) of diagnosed HIV-positive persons to PS. Based on patient's selection, PS shall include but not be limited to the following types of disclosure:

(i) Self Disclosure: self disclosure (sometimes called patient disclosure) is the notification strategy whereby the patient with an HIV diagnosis accepts full responsibility for informing partners of their exposure to HIV and for referring them to appropriate services.

(ii) Dual Disclosure: this method of Partner notification involves the patient disclosing his/her HIV-positive status to a partner in the presence of the provider in a confidential and private setting.

(iii) Anonymous Third Party Disclosure: anonymous third party disclosure is a notification strategy where, with the consent of the original patient, the Public Health Investigator (PHI) takes

responsibility for confidentially notifying partners of the possibility of their exposure to HIV.

(2) Patient Defers Action: if the patient does not feel comfortable using anonymous third party disclosure, the case manager shall work with the patient to develop a plan to revisit the issue.

(3) Confidentiality: minimum professional standards for any agency handling confidential information shall include providing employees with appropriate information regarding confidential guidelines and legal regulations. All public health staff involved in partner notification activities with access to such information shall sign a confidentiality statement acknowledging the legal requirements not to disclose STD/HIV information. In addition, all activities shall adhere to HIPAA regulations. Efforts to contact and communicate with infected patients, partners, and spouses shall be carried out in a manner that preserves the confidentiality and privacy of all involved.

(4) Linkage to care: for all partners who are identified as HIV-positive, RN and SW case managers shall ensure that partners are linked to HIV/AIDS medical services.”

9. Exhibit A, Paragraph 9, OPTIONAL SERVICES, shall be amended to read as follows:

DHSP TRCF PH-\_\_\_\_\_

“9. OPTIONAL SERVICES: TRCF may opt to provide an additional array of services to its residents, including but not limited to the following;

- A. Providing Residents with three (3) balanced meals per day;
- B. Non-medical case management;
- C. Individual and group psychotherapy;
- D. Transportation assistance;
- E. Ongoing assistance with activities of daily living;
- F. Educational and/or vocational services; and
- G. Recreational activities.

These services shall be provided solely at the discretion of the service provider, are not a part of the reimbursement fee for TRCF, and cannot be billed to DHSP as part of a TRCF contract. TRCFs providing any or all of these services should indicate whether these services are provided directly by the provider or through a third-party agreement with an agency licensed to provide the proposed services. All optional services provided should be clearly documented within the client’s ISP. Any TRCF directly delivering any of the optional services described above should also indicate the revenue stream supporting the optional service delivery, including the income collected from resident fees.”

10. Exhibit A, Paragraph 10, RESIDENT INTAKE, shall be amended to read as follows:

“10. RESIDENT INTAKE: The intake determines eligibility and includes demographic data, emergency contact information, and eligibility documentation.

Upon acceptance of a resident into a transitional housing program, the person responsible for admissions must interview the prospective resident and his/her

authorized representative, including the assigned case manager, if any, as soon as reasonably possible.

A. Required Documentation: Programs must develop the following documents in accordance with State and local guidelines. Completed forms are required for each resident and shall be maintained in each resident record:

- (1) Release of Information (must be updated annually);
- (2) Consent to receive Services;
- (3) Confidentiality or notice of HIPAA;
- (4) Limits of Confidentiality;
- (5) Resident Rights and Responsibilities; and
- (6) Resident Grievance Procedures.

Additionally, the resident's record must include documentation for eligibility:

- (a) Proof of HIV/AIDS diagnosis(letter or form signed and dated by a physician or licensed healthcare provider (i.e. Nurse Practitioner, Physician Assistant); lab results containing the name of the lab and HIV status; or two HIV tests following the Rapid Testing Algorithm (RTA) in which both rapid tests contain positive results and both tests indicate the agency name, HIV counselor name and the client's name);

(b) Proof of income at or less than 400% FPL (bank statement containing direct deposit form SSI, SSA, or VA; check stub for 1 full month of wages; disability award letter; benefit receipt; affidavit of support or no income; self-employment affidavit; unemployment insurance);

(c) Proof of residence within Los Angeles County prior to admission (rental or lease agreement; mortgage statement; utility bill; government issued letter; bank statement; support verification affidavit, including verification of address for support; homelessness affidavit; or California Driver License or Identification card); and

(d) Proof of Medical Insurance or documentation that client is Uninsured or Underinsured (health plan does not cover TRCF services).

B. Resident Education: Upon intake, the facility staff shall provide the resident with information about the facility and its services, including but shall not be limited to:

- (1) Policies and procedures;
- (2) Confidentiality;
- (3) Safety issues,
- (4) House rules and activities,
- (5) Resident rights and responsibilities; and
- (6) Grievance procedures.

Further, resident education is a continuous process that includes prevention, risk reduction practices, harm reduction, licit and illicit drug interactions, medical complications of substance use, hepatitis, tuberculosis, important health and self-care practices, and information about referral agencies that are supportive of people living with HIV/AIDS.

C. Assessment: At a minimum, each resident shall be assessed in order to identify strengths and gaps in his/her support system as a means to move towards permanent housing. Assessments shall include the following: age, health status, family involvement, family composition, special housing needs, level of independence, income, public entitlements, substance abuse status and history, mental health status and history, credit history, history of evictions, level of resources available to solve problems, and co-morbidity factors. Residents receiving DHSP-funded TRCF services must be reassessed on a quarterly basis to monitor and document changes in health status, progress toward treatment goals, and progress towards self-sufficiency with ILS. TRCF residents will be expected to transition towards independent living or another type of residential service more suitable to his/her needs.”

11. Exhibit A, Paragraph 14, STAFFING REQUIREMENTS, Subparagraph C, shall be amended to read as follows:

“11. STAFFING REQUIREMENTS:

C. Contractor shall adhere to all required direct care and administrative and support staff as outlined in this Agreement. A current

schedule of all direct care staff (including on-call staff) shall be maintained to ensure adequate staffing is provided during the daytime and evening/night shifts. The direct care schedules should contain staff names, titles, and shift hours and be made readily available upon request. Contractor shall report staffing pattern including any changes or additions in the DHSP monthly report. Contractor shall submit a Plan of Corrective Action (POCA) to DHSP within thirty (30) days if not in compliance with established staffing requirements and standard of care.”

12. Exhibit A, Paragraph 19, INITIAL AND ANNUAL TUBERCULOSIS SCREENING FOR STAFF, shall be amended to read as follows:

“12. INITIAL AND ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or service provision and annually (twelve months) thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Annual tuberculin skin test shall be done for each employee, volunteer, and consultant providing services hereunder on or before the twelve month period ends from the last screening date. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit C, "Guidelines for Staff Tuberculosis Screening", attached in the original agreement and

incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.”

13. Exhibit E, Paragraph 23, RESIDENT FEES, shall be amended to read as follows:

“23. RESIDENT FEES SYSTEM: Ryan White Program funds shall be considered funds of last resort. TRCF providers shall develop criteria and procedures to determine resident eligibility to ensure that no other options for residential services are available. TRCF providers must document resident eligibility and must further demonstrate that third party reimbursement (e.g., Medi-Cal) is being actively pursued, where applicable. Proof of medical insurance or an Explanation of Benefits shall be maintained in each resident record indicating the services the health plan covers. Contractor shall comply with provisions of Section 2605 (e) of Title 26 (CARE Act) entitled “Requirements Regarding Imposition of Charges for Services”, incorporated into this Agreement as **Exhibit F**.

Contractor shall be responsible for developing and implementing a resident fee system. This fee system shall be submitted to DHSP within thirty (30) days of the execution of this Agreement for review and approval. Notwithstanding any other provisions of this Paragraph, Contractor shall pursue funding from public assistance and entitlement programs for which each County responsible resident may be eligible. An extra charge to resident shall be allowed for a private room upon the resident’s request (and if such room is available). If a double room is available but the resident prefers a private room, it must be documented in the



admission agreement and charge is limited to ten percent (10%) of the board and room portion of the SSI/SSP grant.

An extra charge to the residents shall be allowed for special food services or products beyond that specified above when the resident wishes to purchase the services and agrees to the extra charge in the admission agreement.

Providers of TRCF services may charge up to thirty percent (30%) of the income of adult family members who are not the primary service recipient in the family unit to help cover the costs of providing services not covered by DHSP.”

14. Exhibit A, Paragraph 24, REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS, Subparagraph C, shall be amended to read as follows:

“24. REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS:

C. All materials used by the agency for DHSP-funded activities must be submitted for approval to DHSP, whether or not they were developed using DHSP funds, in accordance with DHSP’s latest Material Review Protocol available at

<http://publichealth.lacounty.gov/dhsp/InfoForContractors.htm>.”

15. Exhibit E, Paragraph 30, CLIENT/PATIENT ELIGIBILITY, shall be amended to read as follows:

“30. CLIENT/PATIENT ELIGIBILITY: Contractor shall be responsible for developing and implementing client eligibility criteria. Such criteria shall include clients’ HIV status, residency in Los Angeles County, medical insurance status, and income. Verification of client’s Los Angeles County residency, income, and medical

insurance shall be conducted every six (6) months. In addition, eligibility criteria shall address the following:

A. Contractor shall provide services to clients who live at or below five hundred percent (500%) of the Federal poverty level (FPL) and who have the greatest need for TRCF services.

B. Client's annual healthcare expenses that are paid for through use of the client's income shall be considered deductions against the client's income for the purposes of determining the client's income level."

## SCHEDULE 5 REVISED

### HIV/AIDS TRANSITIONAL RESIDENTIAL CARE FACILITY (TRCF) SERVICES

Budget Period  
March 1, 2015  
through  
September 30, 2015

FEE-FOR-SERVICE			
	UNITS	RATE	BUDGET
Service: Transitional Residential Care Facility	0	\$65	\$0
TOTAL UNITS OF SERVICE AND MAXIMUM OBLIGATION	0		\$0
MAXIMUM MONTHLY PAYMENT			\$0

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

## SCHEDULE 5.1

### HIV/AIDS TRANSITIONAL RESIDENTIAL CARE FACILITY (TRCF) SERVICES

Budget Period  
October 1, 2015  
through  
February 29, 2016

FEE-FOR-SERVICE			
	UNITS	RATE	BUDGET
Service: Transitional Residential Care Facility	0	\$88.41	\$0
TOTAL UNITS OF SERVICE AND MAXIMUM OBLIGATION	0		\$0
MAXIMUM MONTHLY PAYMENT			\$0

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Attachment 1

SERVICE DELIVERY SITE QUESTIONNAIRE

**SERVICE DELIVERY SITES** [MC2]

**TABLE 1**

Site# 1 of 2

- 1 Agency Name: \_\_\_\_\_
- 2 Executive Director: \_\_\_\_\_
- 3 Address of Service Delivery Site: \_\_\_\_\_  
\_\_\_\_\_

- 4 In which Service Planning Area is the service delivery site?

- |                                 |                                |
|---------------------------------|--------------------------------|
| _____ One: Antelope Valley      | _____ Two: San Fernando Valley |
| _____ Three: San Gabriel Valley | _____ Four: Metro Los Angeles  |
| _____ Five: West Los Angeles    | _____ Six: South Los Angeles   |
| _____ Seven: East Los Angeles   | _____ Eight: South Bay         |

- 5 In which Supervisorial District is the service delivery site?

- |                                   |                                     |
|-----------------------------------|-------------------------------------|
| _____ One: Supervisor Solis       | _____ Two: Supervisor Ridley-Thomas |
| _____ Three: Supervisor Kuehl     | _____ Four: Supervisor Knabe        |
| _____ Five: Supervisor Antonovich |                                     |

- 6 What percentage of your allocation is designated to this site? 0%
7. What is the total bed capacity for this site? 0
8. How many of these beds are paid for under this contract? 0

## SERVICE DELIVERY SITE QUESTIONNAIRE

**SERVICE DELIVERY SITES****TABLE 1**Site# 2 of 2

- 1 Agency Name: \_\_\_\_\_
- 2 Executive Director: \_\_\_\_\_
- 3 Address of Service Delivery Site: \_\_\_\_\_  
 \_\_\_\_\_

- 4 In which Service Planning Area is the service delivery site?

- |                                 |                                |
|---------------------------------|--------------------------------|
| _____ One: Antelope Valley      | _____ Two: San Fernando Valley |
| _____ Three: San Gabriel Valley | _____ Four: Metro Los Angeles  |
| _____ Five: West Los Angeles    | _____ Six: South Los Angeles   |
| _____ Seven: East Los Angeles   | _____ Eight: South Bay         |

- 5 In which Supervisorial District is the service delivery site?

- |                                   |                                     |
|-----------------------------------|-------------------------------------|
| _____ One: Supervisor Solis       | _____ Two: Supervisor Ridley-Thomas |
| _____ Three: Supervisor Kuehl     | _____ Four: Supervisor Knabe        |
| _____ Five: Supervisor Antonovich |                                     |

- 6 What percentage of your allocation is designated to this site? 0%
7. What is the total bed capacity for this site? 0
8. How many of these beds are paid for under this contract? 0

SERVICE DELIVERY SITE QUESTIONNAIRE

**CONTRACT GOALS AND OBJECTIVES**

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**TRANSITIONAL RESIDENTIAL CARE FACILITY (TRCF) SERVICES**

**March 1, 2015 through February 29, 2016**

**TABLE 2\* Revised**

Enter number of Resident Days Contract Goals and Objective by Service Delivery Site(s).

Contract Goals and Objectives	TRCF Services	
	Site	No. of Resident Days
	No. of Residents	
Site # 1		
Site # 2		
Site # 3		
Site # 4		
Site # 5		
Site # 6		
Site # 7		
Site # 8		
Site # 9		
Site # 10		
TOTAL		

\* Figures are based on a 12-month period.

Contract No. \_\_\_\_\_

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
SUBSTANCE ABUSE, TRANSITIONAL HOUSING SERVICES AGREEMENT**

**Amendment No. \_\_\_\_\_**

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2015,

by and between COUNTY OF LOS ANGELES  
(hereafter "County"),

and (Agency Name)  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled “HUMAN  
IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME  
(AIDS) SUBSTANCE ABUSE TRANSITIONAL HOUSING SERVICES AGREEMENT”,  
dated \_\_\_\_\_ and further identified as Agreement No. \_\_\_\_\_,  
and any Amendments thereto (all hereafter “Agreement”); and

WHEREAS, County has been awarded grant funds from the U.S. Department of Health and Human Services (hereafter "DHHS"), Catalog of Federal Domestic Assistance Number 93.914; which is authorized by the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and Subsequent Reauthorizations of the Act (hereafter "Ryan White Program") Part A funds; and

WHEREAS, it is the intent of the parties hereto to amend Agreement to increase the maximum obligation of County and make other hereafter designated changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties; and



WHEREAS, the Amendment Format has been approved by County Counsel.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on October 1, 2015.

2. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraph shall be amended to read as follows:

“4. MAXIMUM OBLIGATION OF COUNTY:

\_\_\_\_. During the period of March 1, 2015 through February 29, 2016, the maximum obligation of County for all services provided hereunder shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Effective October 1, 2015 through February 29, 2016, \_\_\_\_\_ is allocated to increased HIV substance abuse transitional housing services.

Such maximum obligation is comprised entirely of Ryan White Program Part A funds. This sum represents the total maximum obligation of County as shown in Schedule \_\_\_\_, attached hereto and Paragraph 5, COMPENSATION, shall be amended to read as follows:

3. Paragraph 5, COMPENSATION, shall be amended to read as follows:

“5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder at the fee-for-service rates as set forth in Schedules \_\_\_\_ and \_\_\_\_, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.”

4. Paragraph 1, ADMINISTRATION, of the ADDITIONAL PROVISIONS, shall be replaced in its entirety to read as follows:

“1. ADMINISTRATION OF CONTRACT:

A. County’s Director of Public Health or his/her authorized designee(s) (hereafter collectively “Director”) shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor’s programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor’s Staff: County has the absolute right to approve or disapprove all of the Contractor’s staff performing work hereunder and any proposed changes in the Contractor’s staff, including, but not limited to, the contractor’s Project Manager.

C. Contractor’s Staff Identification: All of Contractor’s employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services

under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. Contractor shall perform the background check using County's mail code, routing results to the County.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Agreement and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the County's criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract."

5. Effective on the date of this Amendment, Exhibit \_\_\_\_, SCOPE(S) OF WORK FOR HIV/AIDS SUBSTANCE ABUSE TRANSITIONAL HOUSING SERVICES, shall be attached hereto and incorporated herein by reference.

6. Effective on the date of this Amendment, Schedules \_\_ and \_\_, BUDGET(S) FOR HIV/AIDS SUBSTANCE ABUSE TRANSITIONAL HOUSING SERVICES, shall be attached to hereto and incorporated herein by reference.

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Interim Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Cynthia A. Harding, M.P.H.  
Interim Director

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
MARY C. WICKHAM  
Interim County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Patricia Gibson, Chief  
Contracts and Grants Division

BL#3373:er

**EXHIBIT \_\_\_\_**

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**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
SUBSTANCE ABUSE, TRANSITIONAL HOUSING SERVICES**

1. Exhibit I, the first paragraph of Paragraph 1, DESCRIPTION, shall be amended to read as follows:

“1. DESCRIPTION: HIV/AIDS substance abuse, transitional housing services provides interim housing with supportive services for up to one (1) year )exclusively designated and targeted for recently homeless persons living with HIV/AIDS in various stages of recovery from substance abuse. The purpose of the service is to facilitate continued recovery from substance abuse and movement toward more traditional, permanent housing through assessment of the individual's needs, counseling and case management.”

2. Exhibit H, Paragraph 2, PERSONS TO BE SERVED, shall be amended to read as follows:

“2. PERSONS TO BE SERVED: HIV/AIDS substance abuse, transitional housing services shall be provided to indigent persons living within Los Angeles County who are homeless/unstably housed, uninsured or underinsured (current health plan does not cover services), have an income at or below 500% Federal Poverty Level, are in recovery, and who are living with HIV/AIDS in accordance

with Attachment 1, "Service Delivery Site Questionnaire", attached hereto and incorporated herein by reference."

3. Exhibit J, Paragraph 3, COUNTY'S MAXIMUM OBLIGATION, Subparagraph F shall be amended to read as follows:

"3. COUNTY'S MAXIMUM OBLIGATION:

F. During the period of March 1, 2015 through February 29, 2016, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS substance abuse, transitional housing services shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Effective October 1, 2015 through February 29, 2016, \_\_\_\_\_ (\$\_\_\_\_\_) is allocated for increased HIV/AIDS substance abuse, transitional housing services. "

4. Exhibit J, Paragraph 4, COMPENSATION, shall be replaced in its entirety to read as follows:

"4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for at the fee-for-service rates as set forth in Schedules \_\_\_\_ and \_\_\_\_, and the BILLING AND PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

County agrees to compensate Contractor for performing services hereunder at the fee-for-service rate of \$40.02 per day for the period of March 1, 2015 through September 30, 2015; and \$75 per bed day for the period of October 1, 2015 through February 29, 2016. Such rate includes reimbursement for all required

services. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Furthermore, for substance abuse, transitional housing services the number of billable units of service shall be the number of days an individual occupied a bed (physically present in the facility overnight). This shall include either the first day of admission or the day of discharge, but not both, unless the entry and exit dates are the same. Contract funds may not be used to support off-premise social/recreational activities. The unit of service that contractors must use to track services is the number of unduplicated clients and the number of service days delivered. Verification for each day a client is in the facility overnight shall be clearly documented and made available upon request. A Substance Abuse, Transitional Housing Day unit of service is defined as a twenty-four (24) hour period in which a resident receives housing and meals.”

5. Exhibit I, Paragraph 5, LENGTH OF STAY, shall be amended to read as follows:

“5. LENGTH OF STAY: HIV/AIDS substance abuse, transitional housing services shall not exceed one (1) year per client, with two (2) six-month extensions when needed. All extensions require prior approval from the Division of HIV and STD Programs, Care Services Chief. Requests shall be submitted on the one (1) page DHSP Client Treatment Extension Request form with required supportive documentation and shall be submitted within a minimum of five (5) working days prior to reaching the maximum stay limitations.”



6. Exhibit J, Paragraph 7, CLIENT FEE SYSTEM, shall be replaced in its entirety to read as follows:

“7. CLIENT FEE SYSTEM: Ryan White Program funds shall be considered funds of last resort. Contractors shall develop criteria and procedures to determine client eligibility ensuring that no other options for substance abuse services are available. Contractors shall document client eligibility and shall demonstrate that third party reimbursement (e.g., Medi-Cal, Drug Medi-Cal) is being actively pursued, where applicable. Proof of insurance or an Explanation of Benefits shall be maintained in each client record indicating the services the health plan covers. Contractor shall comply with provisions of Section 2605 (e) of Title 26 (CARE Act) entitled "Requirements Regarding Imposition of Charges for Services", incorporated into this Agreement as Exhibit \_\_\_\_.

Contractor shall be responsible for developing and implementing a resident fee system. This fee system shall be submitted to DHSP within thirty (30) days of the execution of this Agreement for review and approval. Notwithstanding any other provisions of this Paragraph, Contractor shall pursue funding from public assistance and entitlement programs for which each County responsible resident may be eligible.”

7. Exhibit I, Paragraph 8, SERVICE DELIVERY SITE(S), shall be amended to read as follows:

“8. SERVICE DELIVERY SITE: Contractor's facilities are where services are to be provided hereunder and are located at:

\_\_\_\_\_, utilizing \_\_\_\_\_(enter number of beds) (\_\_\_\_) bed(s).

Contractor shall request approval from DHSP in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

A memorandum of understanding shall be required for service delivery sites on locations or properties not owned or leased by Contractor with the service provider who owns or leases such location or property. This shall include coordination with another agency, community based organization, and/or County entity. Contractor shall submit memoranda of understanding to DHSP for approval at least thirty (30) days prior to implementation.”

8. Exhibit I, Paragraph 9, SERVICES TO BE PROVIDED, shall be replaced in its entirety to read as follows:

“9. SERVICES TO BE PROVIDED: Contractor shall have written policies, procedures, and protocols for all services to be provided. Contractor shall submit copies of its written policies, procedures, and protocols to DHSP for approval within ninety (90) days of the execution of service agreement. During each contractual period of this Agreement, Contractor shall provide HIV/AIDS substance abuse, transitional housing services to eligible homeless persons in accordance with procedures formulated and adopted by Contractor’s staff. Services shall be consistent with the State, local and the Los Angeles County Commission on HIV Substance Abuse Residential Standards of Care and the terms of this Agreement.

Additionally, Contractor shall provide such services as described within this Exhibit, Scopes of Work, attached hereto and incorporated herein by reference. Services to be provided shall include, but not be limited to the following:

A. For licensed programs operating an adult residential facility, a community care facility, a transitional housing facility, or a congregate living facility which offer substance abuse, transitional housing, general program requirements are established in standards describing the licensed service. For substance abuse, transitional housing services which are not licensed, requirements include:

(1) Each program shall maintain and have on file a current, written, definitive plan of operation. This shall include, but is not limited to:

(a) The admission policies and procedures regarding acceptance of clients;

(b) A copy of the admission agreement staffing plan, including qualifications and duties;

(c) A plan for in-service education of staff;

(2) Assistance with transportation arrangements for clients who do not have independent arrangements;

(3) Provision of ample opportunities for family participation in activities in the facility; and

(4) If the program intends to admit and/or specialize in care for one or more clients who have a propensity for behaviors that can result in harm to self or others, the plan of operation will include a description of precautions that will be taken to protect the client and all other clients.

B. The program must ensure its ability to meet the needs of the client by meeting the following general requirements:

(1) For individuals in substance abuse, transitional housing programs who are living with HIV/AIDS, regular on-going transmission assessments shall be performed;

(2) For individuals in substance abuse, transitional housing programs who are assessed as "ready" for additional HIV/AIDS information, transmission risk and infection risk education shall be provided.

(3) Programs assessing readiness are encouraged to use Prochaska's Transtheoretical Model of Behavior Change, which identifies six stages of personal change, including precontemplation, contemplation, preparation, action, maintenance, and termination. Prochaska et al. maintains that individuals move through predictable stages of change as they attempt to overcome problem behaviors.

C. Intake: Client intake is required during the first contact for all potential clients who request and/or who are referred to substance abuse,

transitional housing services. The intake determines eligibility and includes demographic data, emergency contact information, next of kin and eligibility documentation. In addition, client intake for transitional housing services shall include a medical history complete with CD4 count and viral load measurements. However, if CD4 and viral load measurements are not available at the time of intake, Contractor shall access the County's HIV data management system and communicate with the client's medical provider linking client to HIV primary medical care. Contractor shall ensure throughout service delivery that client confidentiality is maintained and enforced according to Health Insurance Portability and Accountability Act (HIPAA) guidelines and regulations. As needed, Release of Information forms will be gathered. These forms detail the specific person(s) or agencies to or from whom information will be released as well as the specific kind of information. New forms must be added for individuals or agencies not listed on the most current Release of Information form.

(1) Required Forms: Contractor shall develop the following forms in accordance with State and local guidelines. These forms are required and shall be completed for each client:

(a) Releases of Information must be updated annually. New forms must be added for those individuals or agencies not listed on existing Releases of Information.

(Specification should be made about what type of information can be released).

- (b) Limits of confidentiality;
- (c) Confidentiality or notice of HIPAA;
- (d) Consent to receive services;
- (e) Client rights and responsibilities;
- (f) Client grievance procedures;
- (g) Progress Notes (at a minimum of once a week in conjunction with or in addition to documentation of weekly group attendance);

Additionally, client files must include the following documentation for eligibility:

(a) Proof of HIV diagnosis (letter or form signed and dated by a physician or licensed healthcare provider (i.e. Nurse Practitioner, Physician Assistant) lab results containing the name of the lab and HIV status; or two HIV tests following the Rapid Testing Algorithm (RTA) in which both rapid tests contain positive results and both tests indicate the agency name, HIV counselor name and the client's name);

(b) Financial Screening/Proof of income (bank statement containing direct deposit from SSI, SSA, or VA; check stub for 1 full month of wages; disability award letter;

benefit receipt; affidavit of support or no income; self-employment affidavit; unemployment insurance);

(c) Proof of residency in Los Angeles County (rental or lease agreement; mortgage statement; utility bill; government issued letter; bank statement; support verification affidavit, including verification of address for supporter; homelessness affidavit; or California Driver License or Identification card); and

(d) Proof of Medical Insurance or documentation that client is Uninsured or Underinsured (health plan does not cover substance abuse, transitional services).

Clients shall sign a HIPAA compliant release of information form in order for the program to coordinate with the client's medical provider to obtain information including, medical history, results of physical examinations and result of lab tests. Those clients without medical care providers will be referred to a medical provider as soon as possible. Seeking and complying with medical care will be a treatment plan priority for those clients without a medical provider.

If the eligibility and assessment processes determine that the program cannot meet the needs of the client, a referral to an alternate provider must be made.

(1) Services shall emphasize the intersection between HIV/AIDS and substance abuse, with special focus given to the

psychosocial aspects of People Living With HIV/AIDS (PLWHA) and HIV prevention. Additionally, clients shall be provided with gender and/or sexual identity-specific services or shall be referred to providers who provide such services. The residential component of each substance abuse, transitional housing program shall include but not be limited to:

(a) Providing lodging in a facility that is clean, safe, comfortable, and alcohol and drug free;

(b) Making available facility(ies) where residents can prepare, have delivered, or be referred for at least two (2) balanced meals per day (referrals to missions or soup kitchens are not acceptable alternatives);

(c) Providing a living environment with adequate heating, lighting, plumbing, hot and cold water, toiletries, laundry services and/ or on site, and bathing facilities;

(d) Providing an individual bed and fresh linens at least every seven (7) days or as needed;

(e) Providing an accessible telephone in working order.

(2) Prior to accepting a client into a substance abuse transitional housing program, the prospective client and his/her authorized representative must be interviewed with documentation of the following:



(a) Eligibility Determination: Persons eligible for substance abuse transitional housing must have a Diagnostic and Statistical Manual of Mental Disorders (DSM-IV) diagnosis of substance dependence or abuse, or have recently completed (within six weeks) a substance abuse treatment program. The person must be in need of interim housing services;

(b) Assessment: The assessment process shall include utilization of the Addiction Severity Index and shall include a broad variety of components that will yield a comprehensive and holistic evaluation of the client. The assessment shall provide necessary information to recommend the most appropriate course of treatment. Areas that should be investigated in the assessment include:

1) Archival data on the client, including but not limited to: prior contacts and arrests with the criminal justice system, as well as previous assessments and treatment records;

2) Patterns of alcohol and other drug (AOD) use;

3) Impact of AOD abuse on major life areas such as marriage, family, employment record, and self-concept;

- 4) Risk factors for continued AOD abuse, such as family history of AOD abuse and social problems;
- 5) Client HIV risk behaviors and factors;
- 6) Available health and medical findings, including emergency medical needs;
- 7) Psychological test findings;
- 8) Educational and vocational background;
- 9) Suicide, health, or other crisis risk appraisal;
- 10) Client motivation and readiness for treatment;
- 11) Client attitudes and behavior during assessment.

In addition, the assessment shall include gathering specific information about the medical status of the client related to his/her HIV/AIDS condition. After an appropriate signed confidentiality release is obtained from the client, the assessor shall coordinate with the client's medical care provider to ascertain information regarding: medical history, results of a physical examination, and results of laboratory tests, and follow-up required.

In the event the client does not have a medical care provider, immediate referral to a medical care provider shall

be made and a priority treatment plan item shall be developed for the client to seek and comply with medical care.

Reassessments of client's needs shall be conducted as needed or minimally every six (6) months and documentation shall be maintained in each client's record.

(4) Client Education: Client and family education is a continuous process that includes prevention; HIV 101; HIV prevention; HIV risk reduction practices; harm reduction; addiction education including IV drug use; licit and illicit drug interactions including HIV medications; medical complications of substance use; Hepatitis and other sexually transmitted diseases; medication adherence and nutrition; important health and self-care practices; developing a healthy sexual life covering topics such as stigma, safer sex, disclosure and issues of domestic violence and sexual abuse; and referral agencies that are supportive of people living with HIV/AIDS (especially HIV support groups, Twelve (12)-step meetings and Twelve (12)-step alternatives).

B. Contagious/Infectious Disease Prevention and Intervention:

The client must meet the admission requirements of the County of Los Angeles Department of Public Health Tuberculosis Control Program.

Clients shall be regularly observed and questioned about health status and symptoms that may indicate that the client has a contagious or

infectious disease (other than HIV/AIDS). If a client is suspected of having a contagious or infectious disease, the client shall be isolated and a physician shall be consulted to determine suitability of the client's retention in the program.

C. Treatment Plan: A treatment plan must be developed for all clients based on the information gathered in the initial assessment or 6-month reassessment. This treatment plan shall serve as the framework for the type and duration of services provided during the client's stay in the program. In addition, there shall be a plan review and re-evaluation schedule.

The program staff shall regularly observe each client for changes in physical, mental, emotional, and social functioning. The plan shall also document mechanisms offering or referring clients with HIV/AIDS to primary medical services and case management services.

The client must sign an admission agreement authorizing treatment within three (3) days of admission. A counselor shall develop a treatment plan for each client with collaboration from the client. The Treatment plan requirements include but are not limited to:

- (1) A minimum of one (1) educational or transition group per week, one (1) fifty (50)-minute individual session per week and one
- (1) HIV education group per month. These services shall be documented in the progress notes within the client's record.

(2) An interim treatment plan which identifies the client's immediate treatment needs must be developed within three (3) days from the date of admission;

(3) Within fourteen (14) days of admission, the counselor must develop a comprehensive treatment plan with long and short term goals for the continuing treatment needs of each client;

(4) Treatment plan goals and objectives shall reflect problem areas identified in the assessment reflecting responses to problem areas that are identified as manageable, measurable units with completion dates;

(5) The treatment plan must be action-oriented. It must identify the activities and/or tasks that the client must complete in order to attain the stated recovery goal reflecting the client's change in needs;

(6) Treatment plan must document mechanisms to offer or refer clients with HIV/AIDS to primary medical services and case management;

(7) The treatment plan must be reviewed and re-evaluated ninety (90) days after development and every ninety (90) days thereafter and/or as needed, as the client completes each phase of treatment;

(8) Each time the treatment plan is developed, reviewed, or re-evaluated, it must be signed and dated by the client and counselor who developed and/or re-evaluated it.

D. Referral Services: In addition to primary medical services and case management, the program shall be linked to a continuum of HIV/AIDS care and services. The program shall link and/or refer clients to service options including, but not limited to: mental health, medical care, legal, and financial services. Referrals for services shall be made at any point when the needs of the client cannot be met by the program within its established range of services. In addition:

(1) If during intake, it is determined that the needs of the client cannot be met by the program within the program's range of services, a referral must be made to an alternate provider or venue of services;

(2) If after admission, by observation, or through assessment there is a determination of needs that might require a change in the existing level of service, the program staff shall consult with the appropriate specialist(s), to assist in making a determination if such can be met by the program within the program's range of services or if a referral and/or transfer is required.

E. Partner Services: Partner Services (PS) is a voluntary prevention activity by which identified sex or needle-sharing partners of

HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV. Notified partners are offered HIV testing and if necessary linkages into medical treatment and care, referrals to appropriate health and social services as needed by the notified partner (NP), and the provision of appropriate HIV risk reduction intervention based on the notified partner (NP) need.

(1) Contractor shall ensure that Registered Nurse (RN) and Social Worker (SW) provides and/or offers PS in accordance with procedures formulated and adopted by Contractor's staff, the Centers for Disease Control and Prevention (CDC); consistent with California law; California Department of Public Health (CDPH) – Sexually Transmitted Disease (STD) Control Branch guidelines; California Department of Public Health (CDPH) – Office of AIDS (OA) guidelines and the terms of this Contract.

Minimum services to be provided shall include, but not be limited to, the following:

(a) Offer PS to all case management, home-based patients as a routine part of service delivery.

(b) Upon acceptance by patient, contractor shall provide and/or refer at least eighty percent (80%) of diagnosed HIV-positive persons to PS. Based on patient's selection, PS shall include but not be limited to the following types of disclosure:

(i) Self Disclosure: self disclosure (sometimes called patient disclosure) is the notification strategy whereby the patient with an HIV diagnosis accepts full responsibility for informing partners of their exposure to HIV and for referring them to appropriate services.

(ii) Dual Disclosure: this method of Partner notification involves the patient disclosing his/her HIV-positive status to a partner in the presence of the provider in a confidential and private setting.

(iii) Anonymous Third Party Disclosure: anonymous third party disclosure is a notification strategy where, with the consent of the original patient, the Public Health Investigator (PHI) takes responsibility for confidentially notifying partners of the possibility of their exposure to HIV.

(2) Patient Defers Action: if the patient does not feel comfortable using anonymous third party disclosure, the case manager shall work with the patient to develop a plan to revisit the issue.

(3) Confidentiality: minimum professional standards for any agency handling confidential information shall include providing



employees with appropriate information regarding confidential guidelines and legal regulations. All public health staff involved in partner notification activities with access to such information shall sign a confidentiality statement acknowledging the legal requirements not to disclose STD/HIV information. In addition, all activities shall adhere to HIPAA regulations. Efforts to contact and communicate with infected patients, partners, and spouses shall be carried out in a manner that preserves the confidentiality and privacy of all involved.

(4) Linkage to care: for all partners who are identified as HIV-positive, RN and SW case managers shall ensure that partners are linked to HIV/AIDS medical services.”

F. Support Services and Discharge Planning: Support services that are to be provided or coordinated shall include but not be limited to:

(1) provision and oversight of personal and supportive services (assistance with activities of daily living and instrumental activities of daily living);

(2) health-related services (e.g., medication management services);

(3) transmission risk assessment and prevention counseling,

(4) social services;

(5) recreational activities;

- (6) meals;
- (7) housekeeping and laundry;
- (8) Transportation.

Discharge planning shall include a written aftercare plan that includes specific substance abuse treatment recommendations utilizing different modalities and approaches. Clients should be offered the opportunity to participate in the aftercare planning process and shall receive a copy of the plan including any active referrals to services. Clients should leave knowing they are welcome to contact the program at any time. Programs should maintain contact with clients post-discharge.”

11. Exhibit I, Paragraph 13, STAFFING REQUIREMENTS, Subparagraph A, shall be amended to read as follows:

“13. STAFFING REQUIREMENTS:

A. Direct Care Staff: The program will ensure that all direct services to clients are provided by qualified staff in the provision of program services, and that all services requiring specialized skills are performed by personnel who are licensed or certified to perform the service. All non-licensed or non-certified individuals providing counseling services in an AOD program shall be registered to obtain certification as an AOD counselor by one of the certifying organizations within six (6) months of the counselor’s date of hire. Clients will not be used to fulfill staffing requirements.

(1) Direct Care Staff include:

(a) A counselor designated to perform admission, intake and assessment functions, including ongoing evaluation of the clients' treatment and care needs;

(b) A counselor responsible for oversight and provision of planned activities, including oversight of volunteers;

(c) The program must ensure that whenever clients are present, that there is at least one (1) on-duty staff present;

(d) In programs where there are less than six (6) beds, a minimum of one (1) on-duty staff is required during service provision hours;

(e) In programs where there are seven (7) to forty (40) beds, a minimum of one (1) on-duty staff and one (1) on-call staff are required during service provision hours; and

(f) In facilities where there are more than forty (40) beds, a minimum of one (1) additional on-duty staff is required for each additional forty (40) beds or portion thereof during service provision hours.

(2) Direct Care Staff Schedule: A current schedule of all Direct Care staff shall be maintained to ensure adequate staffing is provided during the daytime and evening shifts. The Direct Care

staff schedule should contain staff names, titles, and shift hours and be made readily available upon DHSP request.”

12. Exhibit H, Paragraph 15, ANNUAL TUBERCULOSIS SCREENING FOR STAFF, shall be amended to read as follows:

“15. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or service provision and annually (twelve months) thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Annual tuberculin skin test shall be done for each employee, volunteer, and consultant providing services hereunder on or before the twelve month period ends from the last screening date. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit C, "Guidelines for Staff Tuberculosis Screening", attached in the original agreement and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

13. Exhibit I, Paragraph 20, REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS, Subparagraph C, shall be amended to read as follows:

“20. REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS:

C. All materials used by the agency for DHSP-funded activities must be submitted for approval to DHSP, whether or not they were developed using DHSP funds, in accordance with DHSP’s latest Material

Review Protocol available at <http://publichealth.lacounty.gov/dhsp/InfoForContractors.htm>.”

14. Exhibit J, Paragraph 24, CLIENT ELIGIBILITY, shall be amended to read as follows:

“24. CLIENT ELIGIBILITY: Contractor shall be responsible for developing and implementing client eligibility criteria. Such criteria shall include clients' HIV status, residence in Los Angeles County, and income. Verification of client's Los Angeles County residency, income, and insurance status shall be conducted at admission and every six (6) months. In addition, eligibility criteria shall address the following:

A. Contractor shall prioritize delivery of services to clients who live at or below five hundred percent (500%) of the Federal poverty level and who have the greatest need for substance abuse transitional housing services.

B. Client's annual healthcare expenses that are paid for through use of the client's income shall be considered deductions against the client's income for the purposes of determining the client's income level.

**SCHEDULE \_\_\_\_\_**

**HIV/AIDS SUBSTANCE ABUSE, TRANSITIONAL HOUSING SERVICES**

Budget Period  
March 1, 2015  
through  
September 30, 2015

FEE-FOR-SERVICE			
	UNITS	RATE	BUDGET
Service: Substance Abuse Transitional Housing	0	\$40.02	\$0
TOTAL UNITS OF SERVICE AND MAXIMUM OBLIGATION	0		\$0
MAXIMUM MONTHLY PAYMENT			\$0

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement.

**SCHEDULE \_\_\_\_\_**

**HIV/AIDS SUBSTANCE ABUSE, TRANSITIONAL HOUSING SERVICES**

Budget Period  
October 1, 2015  
through  
February 29, 2016

FEE-FOR-SERVICE			
	UNITS	RATE	BUDGET
Service: Substance Abuse Transitional Housing	0	\$75	\$0
TOTAL UNITS OF SERVICE AND MAXIMUM OBLIGATION	0		\$0
MAXIMUM MONTHLY PAYMENT			\$0

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement.

## SERVICE DELIVERY SITE QUESTIONNAIRE

**CONTRACT GOALS AND OBJECTIVES****March 1, 2015- February 29, 2016****TABLE 2-REVISED**

Enter number of Resident Days, Contract Goals, and Objective by Service Delivery Site(s).

<b>Contract Goals and Objectives</b>	<b>Clients</b>	<b>Resident Days</b>
Site	No. of Clients	No. of Days
Site # 1		
Site # 2		
Site # 3		
Site # 4		
Site # 5		
Site # 6		
Site # 7		
Site # 8		
Site # 9		
Site # 10		
TOTAL		



COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
DIVISION OF HIV AND STD PROGRAMS  
HIV/AIDS CARE SERVICES

	Contractor	Contract No.	Current Annual Allocation 3/1/15 - 2/29/16	Proposed Augmentation 10-1-15 - 2/29/16	Revised Annual Allocation 3/1/15 - 2/29/16	Service Planning Area(s) Served	Supervisory District(s) Served	Agency Performance
<b>RESEIDENTIAL CARE FACILITIES FOR THE CHRONICALLY ILL (RCFCI)-RYAN WHITE PROGRAM (RWP) PART B</b>								
1	Alliance for Housing and Healing	PH-001646	\$ 1,931,580	\$ 131,634	\$ 2,063,214	4,8	1,2,4	Agency is meeting goals
2	Project New Hope	PH-001638	\$ 1,180,410	\$ 64,976	\$ 1,245,386	2,8	3,4,5	Agency is meeting goals
3	The Salvation Army	PH-001654	\$ 858,480	\$ 47,255	\$ 905,735	4	1	Agency is meeting goals
<b>TRANSITIONAL RESIDENTIAL CARE FACILITY (TRCF)-RWP PART B</b>								
4	Project New Hope	PH-001645	\$ 474,500	\$ 71,205	\$ 545,705	4,8	2	Agency is meeting goals
<b>HIV/AIDS SUBSTANCE ABUSE-TRANSITIONAL HOUSING (STH)-RWP PART A</b>								
5	Safe Refuge	H-700973	\$ 142,951	\$ 179,968	\$ 322,919	8	4	Agency is meeting goals
6	Tarzana Treatment Centers, Inc.	H-701004	\$ 90,526	\$ 281,656	\$ 372,182	2	3	Agency is meeting goals
<b>Grand Total</b>			<b>\$ 4,678,447</b>	<b>\$ 776,694</b>	<b>\$ 5,455,141</b>			

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
DIVISION OF HIV AND STD PROGRAMS  
HIV/AIDS CARE SERVICES

	Contractor	Contract No.	Extended Term Annual Allocation 3/1/16 - 2/28/17	Annual # of Bed Days	Rate Per Day	Facility Sites by Zip Codes	Facility Located in Service Planning Area(s)	Facility Located in Supervisorial Districts	Service Planning Area(s) Served	Supervisorial District(s) Served
<b>RESIDENTIAL CARE FACILITIES FOR THE CHRONICALLY ILL (RCFCI)-RYAN WHITE PROGRAM (RWP)PART B</b>										
1	Alliance for Housing and Healing	PH-001646	\$ 2,247,502	13,505	\$166.42	90806, 90012, 90814, 90019	4,8	1,2,4	1-8	1-5
2	Project New Hope	PH-001638	\$ 1,336,353	8,030	\$166.42	91304,91803, 91406	2,8	3,4,5	1-8	1-5
3	The Salvation Army	PH-001654	\$ 971,893	5,840	\$166.42	90026	4	1	1-8	1-5
<b>TRANSITIONAL RESIDENTIAL CARE FACILITY (TRCF) RWP- PART B</b>										
4	Project New Hope	PH-001645	\$ 645,393	7,300	\$88.41	90006, 90260	4,8	2	1-8	1-5
<b>HIV/AIDS SUBSTANCE ABUSE-TRANSITIONAL HOUSING (STH)- RWP PART A</b>										
5	Safe Refuge	H-700973	\$ 574,875	7,665	\$75	90804	8	4	1-8	1-5
6	Tarzana Treatment Centers, Inc.	H-701004	\$ 766,500	10,220	\$75	91331	2	3	1-8	1-5
<b>Grand Total</b>			<b>\$ 6,542,516</b>	<b>52,560</b>						